

EXHIBIT 1

VOLUME 1 OF 2

WOLFF & SAMSON PC
THE OFFICES AT CRYSTAL LAKE
ONE BOLAND DRIVE
WEST ORANGE, NEW JERSEY 07052
973-325-1500

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BOARHEAD FARM AGREEMENT GROUP,

Plaintiff,

v.

ADVANCED ENVIRONMENTAL
TECHNOLOGY CORPORATION, et al.,

Defendants.

Case No. 02-3830
Judge LeGrome Davis

**CERTIFICATION OF
ROBERT LANDMESSER**

ROBERT LANDMESSER, of full age, hereby certifies as follows:

1. I was the president of defendant Advanced Environmental Technology Corporation ("AETC") from its incorporation in 1976 until 1995. I make this certification on behalf of AETC in connection with the mediation in the above matter.

2. AETC operated as a hazardous waste management company; I was involved with brokering the removal and disposal of wastes for AETC's customers. I had meetings and telephone conversations with Manfred DeRewal, Sr. of DeRewal Chemical Company in 1976-77 when AETC acted as a broker between DeRewal Chemical and Ashland Chemical Company ("Ashland") & Diaz Chemical Company ("Diaz"). In 1976-77 I was not aware that the liquid waste collected by DeRewal Chemical from Ashland and Diaz was being disposed of

by DeRewal Chemical at the Boarhead Farms site in Pennsylvania. I understood that all of the liquid waste DeRewal Chemical collected from Ashland and Diaz was deposited at the Wissinoming Industrial Park ("Wissinoming") neutralization facility in Philadelphia, Pennsylvania. No AETC drivers or trucks ever had control or possession of the liquid wastes which DeRewal Chemical collected from Ashland and Diaz. AETC never transported wastes from any of its customers to the Boarhead Farms site.

3. AETC's business relationship with DeRewal Chemical was based on DeRewal's representation that it held and maintained the appropriate permits to dispose of the type of waste generated by Ashland and Diaz. AETC was shown documentation to support that DeRewal Chemical possessed the necessary permits to transport those wastes.

4. AETC ceased doing business with DeRewal Chemical sometime in 1977 following a dispute over monies owed. I first learned, during an investigation by Pennsylvania authorities, that hazardous waste had been disposed of by DeRewal Chemical at the Boarhead Farms site after AETC and DeRewal Chemical ceased doing business together. Until then, I believed that Boarhead Farms was merely used by Mr. DeRewal as his country residence.

I hereby certify that the foregoing statements made by me are true to the best of my knowledge, information and belief. I am further aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


ROBERT LANDMESSER

Dated: February 22, 2004

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BOARHEAD FARM AGREEMENT GROUP,	:	
	:	
Plaintiff,	:	CIVIL ACTION
	:	
v.	:	NO. 02-3830
	:	
ADVANCED ENVIRONMENTAL	:	
TECHNOLOGY CORPORATION, ET. AL.	:	
	:	
Defendants.	:	

**OBJECTIONS AND RESPONSES OF PLAINTIFF
BOARHEAD FARM AGREEMENT GROUP TO ADVANCED
ENVIRONMENTAL TECHNOLOGY CORPORATION'S INITIAL
SET OF INTERROGATORIES AND DOCUMENT DEMANDS TO PLAINTIFF**

Plaintiff Boarhead Farm Agreement Group ("Plaintiff"), by its undersigned attorney, objects and responds to Advanced Environmental Technology Corporation's Initial Set of Interrogatories and Document Demands to Plaintiff ("Initial Interrogatories"), as follows:

I. GENERAL OBJECTIONS

1. Plaintiff objects to each interrogatory to the extent that it seeks information not in Plaintiff's possession, custody or control.
2. Plaintiff objects to each interrogatory to the extent that it seeks information already in the possession, custody or control of AETC.
3. Plaintiff objects to each interrogatory to the extent that it seeks information which is publicly available and, thus, to which AETC has the same access as Plaintiff.
4. Plaintiff objects to each interrogatory to the extent that it seeks information protected by the attorney-client privilege or any other applicable privilege. Any inadvertent disclosure of

privileged information shall not constitute a waiver of the attorney-client or any other applicable privilege.

5. Plaintiff objects to each interrogatory to the extent that it seeks the discovery of the mental impressions, conclusions, opinions or legal theories of its attorneys or other representatives. Any inadvertent disclosure of work product shall not constitute a waiver of any work product protection.

6. Plaintiff objects to each interrogatory to the extent that it is unlimited in time or scope.

7. Plaintiff objects to each interrogatory to the extent that it is unduly burdensome or designed to be harassing.

8. Plaintiff objects to each interrogatory to the extent that it is vague or ambiguous.

II. INTERROGATORIES AND RESPONSES

Subject to and without waiving the foregoing General Objections, Plaintiff makes the following responses to the Initial Interrogatories:

1. Set forth with particularity the factual basis for Plaintiff's allegation in paragraph 31 of the Complaint that AETC "arranged with DeRewal Chemical for the disposal of Hazardous Substances from Defendants Ashland Chemical Company and Diaz Chemical Corporation," and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that allegation.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994). Subject to and without waiving the foregoing objection, Plaintiff responds that the factual bases for its claims against AETC in the Complaint, and the identities of the persons with knowledge of those facts, are contained in the documents comprising the nexus files for AETC, Ashland Chemical

Company (“Ashland”) and Diaz Chemical Corporation (“Diaz”) located in the Boarhead Document Repository at the Offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103, and refers AETC to the same. By way of further response, Plaintiff refers AETC to the deposition testimony that has been elicited in this case including, but not limited to, the following testimony: the May 7, 2003 deposition testimony of Manfred DeRewal, Sr., 170:16-185:15; the May 8, 2003 deposition testimony of Manfred DeRewal, Sr., 260:22-266:25; the May 9, 2003 deposition testimony of Manfred DeRewal, Sr., 496:15-500:5, 528:16-534:17; the May 15, 2003 deposition testimony of Linda Cochran, 74:2-76:15, 80:20-81:21, 89:11-90:15; and all of the other deposition testimony concerning DCC’s disposal of waste at the Site. Together, the above-referenced documents and testimony establish that AETC entered into separate contracts with Ashland and Diaz for the removal and disposal of wastes from those companies, and that, pursuant to those contracts, Ashland and Diaz consigned their wastes to AETC for removal and disposal. AETC separately contracted with DeRewal Chemical Company (“DCC”) for DCC to haul and dispose of the Ashland and Diaz wastes. As evidenced by the above-referenced documents, including, but not limited to, the shipping documents and invoices from AETC to Ashland and Diaz, and from DCC to AETC, there were no contractual relationships between DCC and Ashland or DCC and Diaz. By way of further response, David F. Michelman, Esquire, 2207 Chestnut St., Philadelphia, PA 19103, (215) 557-9440 and Thomas Healey, City of Philadelphia, (215) 592-6233, have knowledge of the creation of the July 5, 1978 letter to Manfred DeRewal from the Philadelphia Water Department alleging DCC disposal of wastes at the Wissinoming Industrial Park.

2. If Plaintiff alleges that AETC is an “arranger” under CERCLA, set forth with particularity the factual basis for that allegation and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that allegation.

RESPONSE: Plaintiff incorporates by reference its response to Interrogatory No. 1.

3. If Plaintiff alleges that AETC owned the materials and/or hazardous substances that were allegedly transported from the Ashland Facility and the Diaz Facility to the Site, set forth with particularity the factual basis for that allegation and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that allegation.

RESPONSE: Plaintiff incorporates by reference its response to Interrogatory No. 1.

4. If Plaintiff alleges that AETC possessed the materials and/or hazardous substances that were allegedly transported from the Ashland Facility and the Diaz Facility to the Site, set forth with particularity the factual basis for that allegation and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that allegation.

RESPONSE: Plaintiff incorporates by reference its response to Interrogatory No. 1.

5. If Plaintiff alleges that AETC transported materials and/or hazardous substances that were allegedly transported from the Ashland Facility and the Diaz Facility to the Site, set forth with particularity the factual basis for that allegation and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that allegation.

RESPONSE: Plaintiff further objects to the use of the phrase “AETC transported materials and/or hazardous substances that were allegedly transported from the Ashland Facility and the Diaz Facility to the Site” as vague and ambiguous. Subject to and without waiving the foregoing objection, Plaintiff does not allege that trucks owned by AETC conveyed materials and/or hazardous substances to the Site, but rather that AETC arranged for DCC to haul hazardous waste from facilities owned by Ashland and Diaz, and entered into separate contractual relationships with DCC and Ashland and Diaz, respectively, for that purpose. By way of further response, Plaintiff incorporates by reference its response to Interrogatory No. 1.

6. If Plaintiff alleges that AETC controlled the disposal process by which materials and/or hazardous substances that were allegedly transported from the Ashland Facility and the Diaz Facility to the Site, set forth with particularity the factual basis for that allegation and

identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that allegation.

RESPONSE: Plaintiff further objects to the phrase “controlled the disposal process by which materials and/or hazardous substances that were allegedly transported from the Ashland Facility and the Diaz Facility to the Site” as vague and ambiguous.

7. If you contend that AETC has responsibility under CERCLA for Diaz’s allocable share of liability in this Case (whatever that is determined to eventually be), set forth with particularity the factual basis for that contention, and identify all persons with knowledge of those facts and identify all documents that support and/or relate to that contention.

RESPONSE: Plaintiff incorporates by reference its response to Interrogatory No. 1.

8. Set forth in detail the investigation Plaintiff undertook, if any, to ascertain whether Diaz is a viable entity and/or has assets to satisfy any judgment that may be entered against Diaz in this Case, and identify all persons with knowledge of those facts and identify all documents that support and/or relate to that investigation.

RESPONSE: Plaintiff further objects to Interrogatory No. 8 as seeking information that constitutes attorney work product prepared in anticipation of litigation. By way of further answer, Plaintiff performed internet-based research through PACER to determine that Diaz filed for protection under chapter 7 of the United States Bankruptcy Code and to ascertain the identity of the Chapter 7 Trustee. Plaintiff then contacted the Chapter 7 Trustee, John Ring, Esquire, who informed Plaintiff that the U.S. Environmental Protection Agency holds a \$10,000,000 administrative claim over and above millions of dollars of unsecured claims against Diaz. The Trustee indicated that there would be no distribution.

9. Identify the total amount of hazardous substance that Plaintiff alleges was generated by Diaz that was eventually disposed of at the Site, and include in your answer the precise nature of those hazardous substances and the dates of each shipment that equal the total you allege.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet

fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994). Subject to and without waiving the foregoing objection, Plaintiff responds that the opinion of an expert may be relevant in responding to this interrogatory and that, at this time, Plaintiff has not yet identified any expert witnesses whom it expects to call at trial. By way of further answer, Plaintiff refers AETC to the deposition testimony of Manfred DeRewal, Sr., Bruce DeRewal, Linda Cochran, John Barsum, Jeffrey Shaak, Karen Porter and June Stephens elicited in this case; all of the other deposition testimony concerning DCC's disposal of waste at the Site; and the other documents comprising the nexus files for Diaz located in the Boarhead Document Repository at the offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103.

10. Identify the total amount of hazardous substances the Plaintiff alleges was generated by Ashland that was eventually disposed of at the Site, and include in your answer the precise nature of those hazardous substances and the dates of each shipment that equal the total you allege.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994). Subject to and without waiving the foregoing objection, Plaintiff responds that this interrogatory calls for the opinion of an expert and that, at this time, Plaintiff has not yet identified any expert witnesses whom it expects to call at trial. By way of further answer, Plaintiff refers AETC to the deposition testimony of Manfred DeRewal, Sr., Bruce DeRewal, Linda Cochran, John Barsum, Jeffrey Shaak, Karen Porter and June Stephens elicited in this case; all of the other deposition testimony concerning DCC's disposal of waste at the Site; and the other

documents comprising the nexus files for Ashland located in the Boarhead Document Repository at the offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103.

11. What share of the Response Costs does Plaintiff allege AETC is responsible for, and set forth with particularity the precise rationale for your answer by identifying all documents, facts, numbers, expenses, damages, etc. utilized in calculating AETC's alleged share of Response Costs.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994).

12. What share of the Response Costs does Plaintiff allege Diaz is responsible for, and set forth with particularity the precise rationale for your answer by identifying all documents, facts, numbers, expenses, damages, etc. utilized in calculating Diaz's alleged share of Response Costs.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994).

13. What share of the Response Costs does Plaintiff allege Ashland is responsible for, and set forth with particularity the precise rationale for your answer by identifying all documents, facts, numbers, expenses, damages, etc. utilized in calculating Ashland's alleged share of Response Costs.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994).

14. Does Plaintiff agree or disagree that DeRewal Chemical Company secretly and surreptitiously disposed of hazardous substances at the Site? If you disagree, set forth with

particularity the factual basis for that disagreement and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that disagreement.

RESPONSE: Plaintiff further objects to the phrase “secretly and surreptitiously” as vague and ambiguous and objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994). By way of further response, Plaintiff agrees that DeRewal Chemical Company disposed of hazardous substances at the Site.

15. Does Plaintiff contend that the July 5, 1978 letter (and attachment) from the City of Philadelphia (Exhibit D18, marked on May 15, 2003) does not accurately reflect the sewer surcharges referenced therein? If you do so contend, set forth with particularity the factual basis for that contention and identify all persons with knowledge of those facts, and identify all documents that support and/or relate to that contention.

RESPONSE: Plaintiff further objects to this interrogatory insofar as it constitutes a contention interrogatory that calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature. *See B.Braun Medical, Inc. v. Abbott Laboratories*, 155 F.R.D. 525, 527 (E.D. Pa. 1994). Plaintiff further objects to the phrase “accurately reflect” as vague and ambiguous. Subject to and without waiving said objection, Plaintiff responds that, if this interrogatory is asking whether the Plaintiff contends that the information concerning the volumes and location and method of disposal of the wastes enumerated in the July 5, 1978 letter and attachment from the City of Philadelphia is correct, Plaintiff does not so contend. At the time the above-described letter was written, the City of Philadelphia lacked, and has not since obtained, a factual basis for the assumptions concerning volumes and location and method of disposal set forth in the above-described documents. In addition, the deposition testimony of, *inter alia*, Manfred DeRewal Sr. contradicts the assumptions set forth in these documents. Additional

individuals with knowledge of facts pertaining to these documents include David Michelman, Esquire, 2207 Chestnut St., Philadelphia, PA 19103 (215) 557-9440, and Thomas Healy, City of Philadelphia (215) 592-6233. By way of further response, Plaintiff refers AETC to the documents comprising the nexus files for AETC, Ashland and Diaz located in the Boarhead Document Repository at the offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103.

16. If you contend that any party to this Case has, at any time, made any declaration against interest or admissions, state:

- (a) The name and address of the person making said declaration against interest or admission;
- (b) The name and address of the person to whom it was made;
- (c) The nature of the declaration against interest or admission, in detail;
- (d) If in writing, attach a copy hereto;
- (e) The name and addresses of all persons present when the declaration against interest or admission was made.

RESPONSE: Plaintiff responds that defendants have made declarations against interest and admissions in various forums including in their pleadings, in response to discovery propounded in connection with this case, and in documents filed with governmental agencies as public records and which are equally as accessible to defendants as they are to Plaintiff. By way of further answer, Plaintiff refers AETC to the documents comprising the nexus files for the defendants in this case located in the Boarhead Document Repository at the Offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103 and the deposition testimony of Manfred DeRewal, Sr., Bruce DeRewal, Linda Cochran, John Barsum, Jeffrey Shaak, Karen Porter and June Stephens elicited in this case.

17. If you have in your possession, custody, or control any statements, whether written or oral, relevant to the subject matter of this Case from any individual, who is not a party to this Case, state:

- (a) The name and address of the person making said statement;
- (b) The name and address of the person to whom it was made;
- (c) The nature of the statement, in detail;
- (d) If in writing, attach a copy hereto;
- (e) The name and addresses of all persons present when the statement was made.

RESPONSE: Plaintiff responds that all discoverable non-party statements relevant to the subject matter of this case in Plaintiff's possession are contained in the files comprising the Boarhead Document Repository located at the offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103 and the deposition testimony of Bruce DeRewal, Linda Cochran, John Barsum, Jeffrey Shaak, Karen Porter and June Stephens elicited in this case.

18. Identify all persons (including their last known address and telephone number) who you will or may call to testify at trial, together with a statement of the general subject matter of their testimony.

RESPONSE: Plaintiff responds that, at this time, it has not yet identified the witnesses whom it expects to call at trial. Plaintiffs will identify the witnesses it expects to call at trial and will supplement its response to this interrogatory in accordance with the rules of this Court at an appropriate time.

19. Identify by name, current address, and telephone number any and all persons or entities who have performed environmental consulting, investigatory, or remedial activities for or on behalf of You with regard to the Site.

- (a) Identify, with specificity, said environmental consulting, investigatory, or remedial activities.
- (b) Attach a copy of all documents identified in the answer to subsection (a) above.

RESPONSE: Plaintiff further objects that a request to “attach” copies of documents is not permitted by Rule 33. By way of further objection, this request is overly broad and unduly burdensome. By way of further objection, the word “investigatory” is vague, confusing, and ambiguous. Without waiving any such objections, Pursuant to Fed. R. Civ. P. 33(d), the information sought in this interrogatory can be derived or ascertained from documents concerning Site response costs and activities located in the Boarhead Document Repository at the Offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103. By way of further response, such documents may be included in documents located at Pitney Hardin, 200 Campus Drive, Florham Park, New Jersey 07932. Such non-privileged documents are available for inspection and copying upon reasonable notice.

DOCUMENT REQUESTS

20. All documents whose identity was requested in the above initial Interrogatories.

RESPONSE: Plaintiff refers AETC to its responses to the Initial Interrogatories.

21. Any and all documents not located in the document repository that relate to AETC’s alleged liability in this Case.

RESPONSE: Plaintiff responds that all discoverable documents in its possession, custody and/or control relating to AETC’s liability in this case are located in the Boarhead Document Repository at the offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103. By way of further response, such documents may be included in documents located at Pitney Hardin, 200 Campus Drive, Florham Park, New Jersey 07932. Such non-privileged documents are available for inspection and copying upon reasonable notice.

22. Any and all documents not located in the document repository that Plaintiff will use at trial to establish AETC's liability in this Case.

RESPONSE: Plaintiff further objects to this document request insofar as it calls for the Plaintiff to articulate theories of its case not yet fully developed and, as such, is premature.

See B.Braun Medical, Inc. v. Abbott Laboratories, 155 F.R.D. 525, 527 (E.D. Pa. 1994).

Subject to and without waiving the foregoing objection, Plaintiff responds that it has not yet identified the discoverable documents it will use at trial to establish AETC's liability in this Case. Plaintiff will identify the documents not contained in the Boarhead Document Repository that it will use at trial to establish AETC's liability in this Case and will supplement its response to this interrogatory in accordance with the rules of this Court at an appropriate time. By way of further response, to the best of Plaintiff's present knowledge and belief, all documents that Plaintiff will use at trial to establish AETC's liability are contained in the files comprising the Boarhead Document Repository located at the offices of Ballard Spahr Andrews & Ingersoll, LLP, 1735 Market Street, Philadelphia, PA 19103.

AS TO OBJECTIONS



Dated: September 14, 2004

Glenn Harris, Esquire
Attorney I.D. No. 51222
BALLARD SPAHR ANDREWS &
INGERSOLL, LLP
Plaza 1000
Suite 500
Voorhees, NJ 08043-4636

EXHIBIT 3

John P. Leuzarder, Jr.

November 29, 2004

Page 1

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3 BOARHEAD FARM AGREEMENT CIVIL ACTION NO.
4 GROUP, 02-CV-3830
Judge Legrome D. Davis

Plaintiff,

VOLUME I

vs.

5 Oral Deposition of
6 JOHN P. LEUZARDER, JR.

7 ADVANCED ENVIRONMENTAL TECHNOLOGY
8 CORPORATION; ASHLAND CHEMICAL
9 COMPANY, BOARHEAD CORPORATION;
10 CARPENTER TECHNOLOGY CORPORATION;
11 CROWN METRO, INC.; DIAZ CHEMICAL
12 CORPORATION; EMHART INDUSTRIES,
13 INC.; ETCHED CIRCUITS, INC.; FCG,
14 INC.; GLOBE DISPOSAL COMPANY, INC.;
15 GLOBE-WASTECH, INC.; HANDY & HARMAN
16 TUBE COMPANY, INC.; KNOLL, INC.;
17 MERIT METAL PRODUCTS CORPORATION;
18 NOVARTIS CORPORATION; NRM INVESTMENT
19 COMPANY; PLYMOUTH TUBE COMPANY;
20 QUIKLINE DESIGN AND MANUFACTURING
21 COMPANY; RAHNS SPECIALTY METALS,
22 INC.; ROHM & HAAS COMPANY, SIMON
23 WRECKING COMPANY, INC.; TECHALLOY
24 COMPANY, INC.; THOMAS & BETTS
25 CORPORATION; UNISYS CORPORATION;
UNITED STATES OF AMERICA
DEPARTMENT OF NAVY,

Defendants.

18 * * * * *
19 MONDAY, NOVEMBER 29, 2004
20 * * * * *

21 Transcript in the above matter taken at
22 the offices of WOLFF & SAMSON, PC, The Offices at
23 Crystal Lake, One Boland Drive, West Orange, New
24 Jersey, commencing at 10:30 a.m.

25 Certified Shorthand Reporting Services
Arranged Through
Mastroianni & Formaroli, Inc.
709 White Horse Pike
Audubon, New Jersey 08106
(800) 972-3377

John P. Leuzarder, Jr.

November 29, 2004

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1 incineration was no longer an acceptable alternative
2 and so on and so forth. So I ended not finding
3 anything acceptable and the result was that Bob and I
4 stuck together and we formed the beginnings of AETC.

5 Q. And how long were you with AETC?

6 A. Until in, I believe this is correct,
7 until December 31, 1987. It's either '86 or '87. I
8 think it was '87.

9 Q. And why did you stop in December 31,
10 1987 working for AETC?

11 A. Frankly, I was burnt out.

12 Q. Did you go on to hold another position
13 after that time?

14 A. No, I had been doing woodworking ever
15 since.

16 Q. Do you own a woodworking business?

17 A. No, I do it more volunteer. I do a lot
18 of volunteer work and I build a lot of furniture for
19 various camps or things of that nature as a
20 volunteer.

21 Q. When you first started AETC in July
22 1976, were you one of the owners of the company?

23 A. Yes.

24 Q. Were you half owner of the company?

25 A. Yes.

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1 Q. Did AETC issue stock?

2 A. No.

3 Q. Was Landmesser an owner of the company
4 at that time, July 1976?

5 A. Yes.

6 Q. Did you hold a corporate office at that
7 time?

8 A. No. We worked out of my house on
9 Randolph -- in Randolph, New Jersey.

10 Q. Who was the president of AETC?

11 A. Bob Landmesser.

12 Q. Who was the vice president?

13 A. Myself.

14 Q. Did you hold the title of vice president
15 throughout your tenure at AETC?

16 A. Yes.

17 Q. Did you hold any other position at AETC?

18 A. I was, I guess you'd say I was involved
19 in the sales department, accounting department, Bob
20 was as well but we shared that responsibility. But
21 principally over the course of those ten years that I
22 was involved in a lot of different areas within the
23 company. So I guess you'd call myself -- I share the
24 responsibility with Bob. And that was basically my
25 title was just vice president.

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1 Q. Did you have any other employees in
2 1976?

3 A. I don't recall.

4 Q. Did you have an office manager?

5 A. It's very vague to me, you know as to
6 those details what occurred, I don't recall.

7 Q. In what year did you bring on any other
8 employees?

9 A. I can -- what I can remember is
10 operating in our garage at our home, my home that I
11 owned at that time and we began to take on
12 secretarial help. I think we had a girl named
13 Phyllis Mulligan. Phyllis Mulligan who is now
14 Phyllis Leuzarder. She's my brother's wife.

15 Q. When did she work for you?

16 A. Again, in those first couple years.

17 Q. Did she provide secretarial support?

18 A. Yes, she was secretary. Later she went
19 into sales but I'm not sure whether that was '77,
20 '78.

21 Q. Anyone else you can recall in the first
22 few years that was employed by AETC other than you,
23 Mr. Landmesser and Phyllis Mulligan?

24 A. I'm trying to think who was there then.

25 I don't remember. But what happened was, the town

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1 congratulated us on our success because it had been
2 known and asked us now to find a real office. And at
3 that point the company was growing. We had a
4 salesmen working for us, a fellow who was there only
5 a short time. I think, if I'm not mistaken, at one
6 point we had help from a woman name Roberta Strain
7 Bobby Strain, whose husband worked for National
8 Starch.

9 Q. Could you spell that last name?

10 A. S-t-r-a-i-n, Strain. Oh, the salesman's
11 was Kevin Donovan.

12 Q. Do you know when he was employed by
13 AETC?

14 A. I would say in the '87 -- '78 -- '77,
15 '78 era.

16 Q. What about Roberta Strain?

17 A. I don't really recall. Somewhere in
18 those early years.

19 Q. You mention that AETC found a new
20 location after working in your garage, where was
21 that?

22 A. We rented offices in Morris Plains on
23 Speedwell Avenue. I believe it was called the Dayton
24 Building or something.

25 Q. When did you move there?

5 (Pages 14 to 17)

John P. Leuzarder, Jr.

November 29, 2004

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A. Probably '77, '78. I would say '78. I'm guessing. I don't really recall.

Q. So for approximately the first year and a half of AETC's corporate existence you were working out of your garage?

A. That's correct.

Q. When you moved to the offices on Speedwell Avenue, did you take on any employees then?

A. Yes, we began to -- we began to grow over the next, you know, the number of years that we were there. And I don't remember where we moved up to our offices in Mt. Olive, but I would say we were there maybe three or four years, maybe more and we began to grow. We took on a number of employees.

Q. Were any corporate officers added in the time that you were at Speedwell Avenue?

A. I believe we had a fellow named Carl Lehrmann, if I'm not mistaken. Carl Lehrmann became our general, kind of like our general manager.

Q. Do you recall the year that he was hired?

A. No.

Q. How long did he work for AETC?

A. I would say three years, approximately.

Q. Any other corporate officers that were

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brought on while you were at Speedwell Avenue?

A. I don't think so.

Q. Where did the offices move after Speedwell Avenue?

A. We moved to Gold Mine Road in Mt. Olive.

Q. And what year was that?

A. I don't know.

Q. But you were at Speedwell Avenue for approximately three to four years?

A. I would say three years, perhaps. The company was growing fairly rapidly and at one point we had opportunity to acquire land there in Mt. Olive and we took that, but I don't remember the year it was exactly. Bob always had a great memory for dates. I'm sorry, I just don't.

Q. No need to apologize. How long were you at Gold Mine Road?

A. Well, until of course I had left the company.

Q. When you and Mr. Landmesser started AETC in July 1976, what was AETC's business?

A. We were endeavoring to find alternatives to help our customers, of course which were few at that time, to find ways of recycling, recovering and properly disposing of hazardous and nonhazardous

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1 waste materials.

2 Q. Who were your customers when you first
3 started in July 1976?

4 A. I couldn't give you a list. You know,
5 obviously with this deposition it is apparent that
6 Ashland Oil or Ashland was, but I only remember that
7 clearly because of the deposition.

8 Q. And how did AETC endeavor to find
9 alternatives for the disposal of hazardous wastes of
10 its customers?

11 A. We spent a lot of time -- there was very
12 vague regulations at that time. The Federal Resource
13 Conservation Recovery Act and other things were not
14 clear. There was a lot of concern over improper
15 disposal. It was the common place. It was common
16 place at that time because most of the waste were
17 handled by garbage men. And so our -- what we were
18 trying to do is see if within -- we were trying to
19 convince people that we knew at various corporations
20 and so on that we would ask them to entrust us to
21 find alternatives as an example like recycling and
22 trying to put more and more materials back into reuse
23 than to see them disposed of. Because we had seen at
24 Kin-Buc and other places things that we did not like.
25 And one of the reasons we were let go

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1 was because we were outspoken about those things.
2 What we saw we were -- we would say we just don't
3 think that's right. And as a result that was one of
4 the reasons we were let go, so quick to be removed in
5 1976.

6 But, we would -- Bob principally would
7 get on the phone and call all over the place and try
8 to track down leads as to finding alternatives for a
9 specific waste stream of a company, let's say that we
10 had approached or had approached us. Somebody would
11 say to us, we have a particular waste stream. We
12 don't know what to do with it. Can you help us to
13 find ways of disposing of this material. In some
14 case it was acid neutralization, like Mr. DeRewal
15 offered at Wissinoming. In other cases it was the
16 recovery of solvents at Marisol or other like
17 facilities. In other cases it was the incineration
18 of materials much like Rowlands Environmental and
19 later other facilities.

20 So we were basically, if you will, like
21 a real estate broker. We would go in and try to
22 match up a client's need with someone who had the
23 facilities to provide for that and basically that's
24 what we did. We were -- we would come back to our
25 customers and suggest that they consider this

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particular alternative and basically that's how the company got started.

Q. Would you describe your business in the same way in 1977?

A. Yes. We had very little working out of my home, but with a determination that we were going to be -- we were going to bring professionalism to an industry that didn't have it. And for '76, which was really the very, very beginning and then '77 and into '78, we were still a real small potatoes organization. I think the first vehicle we ever bought probably was in '78. It was a tire van that we bought from a local tire company. And it was just a little short van that we carried safety equipment around in. In other words, just like a family van use. And it happened to be painted red, white and blue. We just took XY Tire Company off the side and put AETC on the side.

Q. What did you use that vehicle for?

A. We used it to try to establish credibility with our customers that we were more than just telephone in the sales organization. And that we had -- we accumulated safety equipment and we began to put on, to talk to our customers about chemical safety and various types of fire

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extinguishers and various types of things of that nature. So it was principally for involvement in bringing packaging materials to our customers in small quantities and also impressing them with the idea that we had some technical capabilities in that field.

Q. What was the vehicle that you bought after this first van?

A. A Ford, I believe it was a Ford straight truck. I don't recall the model or whatever, but I believe it was probably a 22 foot, and I'm guessing, 18 to 22 foot straight truck and we bought a couple of those initially.

Q. And what year was that?

A. I'm not really sure.

Q. Was it prior to 1980?

A. Oh, yes.

Q. Was it prior to 1977?

A. No. I'd say '78, '79.

Q. Did AETC itself ever haul its customer's waste?

A. Yes. As the company grew we began to add -- see, our principal business became the handling of laboratory chemicals, meaning that a company would have lab waste, they'd have outdated

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1 laboratory reagent chemicals on their shelves. And
2 they wanted -- they had reached the shelf life where
3 they had excess or whatever. And so what we would do
4 is go in and actually pack these up into open top
5 drums with vermiculite insulation according to the
6 DOT categories that were required. And then these
7 materials would be so that recoverable materials
8 would be separated, acids would be categorized, bases
9 would be categorized and so on and so forth. And
10 then these would go out to the various facilities
11 that had at that time licenses to handle these
12 things.

13 Q. When was AETC doing this?

14 A. I guess -- I guess we started perhaps in
15 the late '76, maybe '77.

16 Q. Did you have drivers?

17 A. No.

18 Q. Who would physically drive the truck in
19 1976?

20 A. Well, we didn't have a truck in '76, but
21 we would -- the materials would be I guess picked up
22 by whoever it was that was hauling the materials and
23 I don't remember who that was. I'm not even sure we
24 did this in '76.

25 Q. What about 1977?

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1 A. I would say we were beginning to do that
2 at that time and I'm just going on the basis of
3 trying to recollect. But I would say in '77 we were
4 probably involved in the laboratory chemical business
5 on a small scale and of course that grew as time went
6 on.

7 Q. Would AETC pick up the materials and
8 bring it back to an AETC facility?

9 A. We didn't have a facility at that time.
10 I think we had a trucker and if I'm not mistaken it
11 was Bob Collioud up at ETC. I'm not sure, but I
12 think there was a facility -- I can't recall. It's
13 vague in my recollection as to who was involved in
14 these activities in those early years. But at some
15 point in time we had a company called ETC,
16 Environmental Transport Group or something like that,
17 a guy by the name of Bob Collioud up in Mt. Olive who
18 was doing some of our transport for us and there was
19 some other folks as well.

20 Q. But AETC itself did do some transporting
21 with its own trucks?

22 A. Yes, in probably '77, '78, whenever we
23 bought the straight jobs. We may have taken a few, a
24 few things in our little van, but that would have
25 been limited to just a couple drums.

7 (Pages 22 to 25)

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1 A. I don't remember.
 2 Q. Did you see anything else?
 3 A. I've seen drums there. I believe there
 4 were some drums there.
 5 Q. Do you know what was in the drums?
 6 A. Can't be sure. Might have been lab
 7 chemicals, my might have been other things, I don't
 8 know.
 9 Q. How many drums did you see?
 0 A. Twenty, thirty. Might have been more, I
 1 don't remember.
 2 Q. Did you ask Mr. DeRewal about the drums?
 3 A. You know, I don't really remember
 4 exactly. He seemed to be operating a facility there
 5 that made sense. So it seemed very normal that he
 6 would have those things there.
 7 Q. Did he describe -- other than acid
 8 neutralization, did he describe anything else that
 9 was done at the Wissinoming facility?
 0 A. Yes, he said he was recover laboratory
 1 reagent chemicals separating out silver, I believe,
 2 and other, other heavy metals for recovery.
 3 Q. Did AETC ever use his services in that
 4 capacity?
 5 A. I believe so.

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1 Q. Do you recall for what customers?
 2 A. No.
 3 Q. Do you recall when?
 4 A. No.
 5 Q. Prior to 1980?
 6 A. Well, it would have to be because
 7 obviously this all -- he got himself into trouble, I
 8 believe, in '77, so.
 9 Q. And what exactly did AETC hire him to do
 0 in that way?
 1 MR. SABINO: Are you talking about the
 2 recovery of heavy metals?
 3 MS. MOONEY: Yes.
 4 THE WITNESS: Laboratory chemicals and
 5 other things, I don't recall.
 6 MR. SABINO: Do you mind if we take a
 7 break?
 8 MS. MOONEY: Yes, that's fine.
 9 BY MS. MOONEY:
 0 Q. Do you recall the name of Manfred
 1 DeRewal's business that AETC dealt with?
 2 A. I thought it was DeRewal Chemical.
 3 Q. Does the name DeRewal Chemical Company
 4 sound familiar to you?
 5 A. Yeah.

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1 Q. All right, I want to look a little more
 2 closely at the nature of the business relationship
 3 between DeRewal Chemical Company and AETC. What was
 4 the nature of the business relationship between
 5 DeRewal Chemical Company and AETC in 1976?
 6 A. As I stated before, we were a brokerage
 7 firm that like a real estate operation was connecting
 8 up sellers of services with those in need of such
 9 services on the basis that the supplier of the
 10 services, in this case, DeRewal Chemical Company was
 11 approved by the necessary -- by the appropriated
 12 authorities. And that the customer in this case
 13 Ashland Chemical, would make, would also -- we'd
 14 check out their credentials as well, that we would
 15 connect it to that they might develop a relationship
 16 and that we were paid a commission by DeRewal
 17 actually, we billed -- we billed -- that's incorrect.
 18 Let me restate that.
 19 We billed Ashland for the cost that we
 20 were being charged by DeRewal for the neutralization
 21 of acids and so on plus a profit for ourselves. And
 22 we would then pay DeRewal Chemical what they were
 23 asking for the individual truckload prices of
 24 neutralization of those particular chemicals.
 25 Q. What paper was generated in that

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1 transaction?
 2 A. The paper would be a Department of
 3 Transportation shipping document issued by Ashland to
 4 DeRewal if that's what they called their trucking
 5 operation, I think they did. But in other words,
 6 they would give a DOT shipping document to the
 7 trucker for transportation material to that specific
 8 location, to Wissinoming Industrial Park.
 9 So the DOT shipping document would be
 10 the first thing. And then second of all would be a
 11 invoice from DeRewal Chemical to us, AETC, for
 12 services rendered both for trucking and disposal.
 13 And then a piece of paper would be generated from us
 14 to Ashland on the billing of the DeRewal invoice plus
 15 our commission.
 16 Q. Would that last document that you
 17 described, was that an invoice?
 18 A. Yes, it was.
 19 Q. And how did AETC calculate its profit?
 20 A. It varied with the individual jobs.
 21 Q. In this -- in your relationship with
 22 DeRewal, how did you calculate your profit?
 23 A. I don't remember.
 24 Q. Do you recall in this 1976, 1977 time
 25 frame, how AETC calculated its profit with other

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approved by the agencies that licensed them, we didn't go through that procedure on the basis that the government knew what they were doing.

Q. Did AETC take a copy of the permits that were shown to you by DeRewal?

A. Oh, yes.

Q. You took copies?

A. We had copies, yes.

Q. Do you know what happened to them?

A. No.

Q. Do you know where they would be today?

A. No.

Q. Did AETC have a contract with DeRewal Chemical Company?

A. I don't believe so.

Q. How did you memorialize the agreement that you had with DeRewal?

(OBJECTION) MR. SABINO: Objection to the form of the question. He didn't say it was memorialized.

THE WITNESS: I believe like with most of our facilities that we dealt with over the years it was basically a handshake agreement. Here's the price for the material for this year. And we knew what the price would be for disposal. And if they were going to pass a price increase on to us, they

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would need to give us that at least with 30 days written notice to tell us that there's going to be a change so that we could make adjustments to our price to our customers, but it was very informal.

BY MS. MOONEY:

Q. Did AETC retain DeRewal Chemical for transporting and disposing of its customer's waste?

A. Again, we never retained them in the sense of the word. Did we use -- did we use DeRewal for disposal, yes. Did we use them for transportation particularly of acid streams, yes. As to -- but we certainly didn't have a contract of any sort with them. It was done informally. It was, you know, we have this here, can you handle it, yes, how, so on. Learning about their facilities and what they do and here's what the price per drum or a gallon will be and this is how we worked with most of our people over the years. And you knew who they were. And 99 percent of them were excellent at what they did and that was the anomaly.

Q. Right, but your agreement with DeRewal Chemical included both picking up the waste from your customer and also disposing of the waste, not just picking it up?

A. Yes.

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1 Q. Or just disposing of it?

2 A. Yeah, they didn't do trucking for us in
3 the sense of trucking to other facilities that I
4 remember.

5 Q. Other than the pricing, did the
6 agreement you had with DeRewal have any other terms
7 that you discussed with him?

8 A. Just that everything would be done in
9 conformance with the appropriate state and federal
10 regulations.

11 Q. Was that an oral representation that he
12 made to you or somebody else?

13 A. I believe it was our representation to
14 him that everything that -- we always said that
15 everything we said to our customers and we expect it
16 of him, everything would be done in conformance with
17 all state and federal appropriate -- applicable
18 state, federal regulations.

19 Q. The agreement that AETC had with
20 DeRewal, what customers was he to service for AETC?

21 A. I don't remember. Other than Ashland, I
22 just don't remember.

23 Q. Was he to handle all of AETC's customers
24 acid waste?

25 A. No. We had a variety of facilities

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1 developed over that course of time of companies that
2 handled materials. But he was primarily, not always,
3 but primarily bulk acid waste, bulk, meaning, full
4 truckload acid waste.

5 Q. What else did he handle for AETC's
6 customers?

7 A. I believe recyclable lab reagent
8 chemicals.

9 Q. Anything else?

10 A. Not that I remember. He may have
11 handled drums of acid waste as well, but that's --
12 I'm speculating. I don't remember exactly.

13 Q. Did AETC discuss with DeRewal what type
14 of vehicles he would be using in handling AETC's
15 customer's waste?

16 A. DOT -- they would have to be DOT
17 approved for that particular material.

18 Q. Did DeRewal have any dealings with your
19 customers himself?

20 A. Not that I'm aware of.

21 Q. Was that discussed in your meetings with
22 DeRewal?

23 A. Not that I remember.

24 Q. Did AETC discuss with DeRewal where he
25 would be disposing of their customer's waste?

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1 A. Yes.
 2 Q. And what did you discuss with him about
 3 that?
 4 A. The acids and any materials that he
 5 would recycle would be done at his Wisconsin
 6 facility.
 7 Q. Did he mention any other disposal sites
 8 to you?
 9 A. No.
 10 MR. SABINO: Off the record.
 11 (Off-the-Record Discussion)
 12 BY MS. MOONEY:
 13 Q. Did AETC in its agreement with DeRewal
 14 specify anything to him regarding ownership of the
 15 waste that he handled?
 16 A. As I recall it, if once a trucker took
 17 the material, it belonged to them.
 18 Q. Did your agreement -- did AETC's
 19 agreement with DeRewal specify anything regarding
 20 duration of the agreement?
 21 A. Didn't have an agreement, but in terms
 22 of a written agreement, but, no.
 23 Q. I meant your oral agreement?
 24 A. Forever.
 25 Q. What about payment? What provisions

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1 were made for timing of payment, for example?
 2 A. They wanted their money within 30 days
 3 and we endeavored to get it within 30 days from a
 4 customer -- we endeavored to get payment from our
 5 customer within 30 days in order to pay DeRewal on
 6 time. I don't remember whether we had to pay him
 7 immediately or whether it was over the normal 30 day
 8 span.
 9 Q. What did DeRewal Chemical Company's
 10 duties entail for AETC?
 11 A. Safely picking up where they were the
 12 trucker they safely -- they were to safely pick up in
 13 compliance with the federal regulations U.S.
 14 Department of Transportation and transport, properly
 15 placard, with properly trained drivers, in other
 16 words, according to DOT requirements and transport
 17 that material to the facility that was listed on the
 18 bill of lading and to properly unload those
 19 materials. And then DeRewal Chemical, that was the
 20 trucker, in other words, conformance with DOT, then
 21 DeRewal Chemical was to properly neutralize and
 22 dispose of all or recover all wastes that were
 23 shipped to them in conformance with all applicable
 24 state and federal regulations.
 25 Q. And none of this was put in writing?

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1 A. It may -- I think on all of our, you
 2 know, our correspondence when we had written, you
 3 know, basically letters back and forth to one
 4 another, this was all clearly specified. It was
 5 throughout the history of AETC on one side and the
 6 other. The Ashland Oil would hold us saying, you
 7 know, we want to make sure anything we ship to you is
 8 being done in compliance with state, federal
 9 regulations, we'd pass that on to the person who's
 10 actually doing the work.
 11 Q. You said where they were truckers, I
 12 think, referring to DeRewal, were there circumstances
 13 where DeRewal was not the trucker but he still
 14 disposed of the waste?
 15 A. There may have been with laboratory
 16 chemicals, I don't know.
 17 Q. In your agreement with DeRewal, was it
 18 his duty to supply vehicles for the transport of your
 19 customer's waste?
 20 A. Yes.
 21 Q. How was -- how did AETC assign DeRewal
 22 Chemical Company his jobs?
 23 A. Like, what do you mean?
 24 Q. Well, how did DeRewal Chemical Company
 25 know what it was supposed to do for AETC's customers?

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1 A. Based on an original contact via phone,
 2 checking out their, obviously their necessary permits
 3 and then bringing the particular customer to the
 4 facility to approve it.
 5 MR. SABINO: I don't think you
 6 understood her question. I'm sorry. Go ahead.
 7 BY MS. MOONEY:
 8 Q. How did DeRewal Chemical Company know
 9 what to do for one of AETC's customers?
 10 MR. BIEDRZYCKI: You mean on a specific
 11 occasion when there was something a load that
 12 somebody wanted?
 13 BY MS. MOONEY:
 14 Q. Yes. Can you describe the mechanics
 15 of --
 16 MR. SABINO: Once the relationship had
 17 been established.
 18 THE WITNESS: What were they supposed
 19 to do once they got to the site, in other words?
 20 BY MS. MOONEY:
 21 Q. Well, how did they know what site to go?
 22 A. They would -- the customer, Ashland
 23 would call us and say I have a load of acid that
 24 needs to be picked up. We would call -- one of our
 25 people would call down to DeRewal over to the office

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1 and say to their secretary or whoever was in charge
2 of transportation, Ashland has a load of material
3 that needs to be picked up, in this case the
4 oxidizing acids and they need it done, let's say
5 tomorrow, can you do it tomorrow? We'd call back to
6 the customer and say how about tomorrow morning, make
7 those arrangements. The truck driver would show up,
8 he knew exactly where to go and what to do.

9 Q. How did he know where to go?

10 A. Because it was always the same tank.
11 And he would have to greet, he'd have to meet the
12 Ashland representative. The two of them would work
13 together to get the truck loaded. The Ashland
14 representative, you know, who is responsible for the
15 process would be there to meet him, the truck driver
16 and they would be sure everything was copacetic and
17 they would load -- the driver would load the truck
18 under the supervision of the Ashland employee. And
19 once that was all sealed up, the bill of lading
20 prepared, the proper placards put on the truck, the
21 truck would exit and take it to Wisconsin.

22 Q. In the original agreement with DeRewal,
23 did you discuss how many times per week DeRewal would
24 be picking up a customer's waste?

25 (OBJECTION) MR. SABINO: I don't understand

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1 original. I object to the use of that word.

2 THE WITNESS: In the -- as we -- we
3 would rely strictly upon the customer to tell us what
4 they had and in this particular case how often they
5 inspected it. And if Ashland said we expect to
6 produce three tank load, tank wagon loads of this
7 acid a week, we would kind of let them know that
8 could vary. It could be two, could be one, could be
9 none, could be four, but the individual calls would
10 go out for individual loads.

11 BY MS. MOONEY:

12 Q. Who at AETC would be responsible for
13 calling DeRewal?

14 A. After the initial contact was made by
15 Bob and I as salespeople, it would go more to
16 secretaries.

17 Q. Do you know what secretary actually
18 would call DeRewal?

19 A. I don't remember.

20 Q. Any customers other than Ashland that
21 DeRewal serviced for AETC?

22 A. I don't know.

23 Q. You don't know?

24 A. I just don't know. I can't remember.

25 MS. MOONEY: Do you want to keep going,

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1 Tom?

2 MR. SABINO: Yes, we're good. It's
3 quarter after.

4 BY MS. MOONEY:

5 Q. Did AETC take any steps to insure that
6 DeRewal was doing his job properly after you
7 originally had an agreement with him?

8 (OBJECTION) MR. SABINO: Objection to the use of
9 the word properly.

10 THE WITNESS: Just make a phone call,
11 how did everything go? Fine. Went well.

12 BY MS. MOONEY:

13 Q. Anything else?

14 A. As long as he continued to be approved
15 by the appropriate authorities and his permits were
16 upheld, we had no -- we did not -- frankly, I'll be
17 honest with you, we did not question the man. We
18 thought he really was doing the job.

19 Q. And how did you -- how did AETC insure
20 that his permits were up to date?

21 A. They were required when the permit
22 expired to send us a new one immediately or it was
23 for a period of -- I guess they were required to keep
24 us up to date on the permits. And of course our
25 secretarial staff or whoever would keep a file or we

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1 would keep the file and make sure everything was
2 copacetic.

3 We were using contact too with the
4 state, particularly New Jersey DEP and we would be
5 talking to them almost on a weekly basis Ron Buchanan
6 and, you know, what the scuttlebutt was, who's doing
7 what and so on and so forth. And we if heard
8 anything we'd ask about specific companies because we
9 recognized that there was a lot of things going on in
10 the industry at that time and a lot of people
11 unfortunately were going to jail and we needed to be
12 very, very careful about who we dealt with. So we
13 dealt a lot with -- kept in close contact with the
14 New Jersey DEP, Dr. Ron Buchanan just to keep track
15 of what was going on and what he may have heard. And
16 if everything sounded reasonably well, we felt pretty
17 comfortable.

18 Q. Did you have any dealings with
19 Pennsylvania DEP?

20 A. I'm sure we did. I didn't personally.
21 I'm sure Bob did, but I don't recall.

22 Q. Do you recall any discussions with any
23 government officials concerning DeRewal?

24 A. No.

25 Q. Do you recall informing any of the

18 (Pages 66 to 69)

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1 government official that you spoke with about
 2 DeRewal?
 3 A. I don't recall specific conversations.
 4 Q. Did AETC take any steps to insure that
 5 DeRewal maintained his vehicles properly?
 6 A. No. Under his permit that was his
 7 responsibility.
 8 Q. Did AETC ever take any other steps other
 9 than requiring permits and updates to permits --
 10 A. Other than the visit to the facilities,
 11 no.
 12 Q. Let me finish my question before your
 13 answer just so we know what it is?
 14 A. I'm sorry.
 15 Q. Did AETC ever take any other steps to
 16 insure that the haulers it was using were handling
 17 its customer's waste appropriately other than
 18 requiring permits and updates to permits?
 19 A. As the company grew we became more and
 20 more involved. We were new to the field. And as the
 21 company grew, we became a much more scrutinizing as
 22 time went on. And of course more and more we became
 23 aware of the specifics of the regulations, how things
 24 ought to be done. And, frankly, became relatively
 25 expert in that field and were easily able to access

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1 the compliance of the various haulers, but not
 2 initially it was a learning curve for us.
 3 Q. You say other than the site visit, was
 4 that something you did for every hauler who worked
 5 with you?
 6 A. We didn't see DeRewal so much as a
 7 hauler as a disposal facility. The hauling in those
 8 days was kind of a little bit taken for granted, if
 9 you will. They were licensed. They were approved in
 10 the State of New Jersey to haul in the State of New
 11 Jersey, whatever. And so the transportation aspects
 12 if their trucks looked clean and orderly, their
 13 people seemed to be competent, they held the
 14 liability for the transportation of the material on
 15 the roads and so on. So we left pretty much that
 16 part of it, looked into their permits, made sure they
 17 were up to date and we felt pretty comfortable with
 18 that. But DeRewal was more of a disposal facility
 19 for us, an acid neutralization facility and recovery
 20 site than anything else, that would have been the
 21 area that we would have scrutinized, so not the
 22 hauler so much as the disposer.
 23 MR. SABINO: Monique, I apologize, but
 24 I have a call with Judge Smith so I just have to step
 25 out for a little bit.

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1 MS. MOONEY: Do you want to break for
 2 lunch.
 3 MR. SABINO: That's great.
 4 (Luncheon Recess)
 5 BY MS. MOONEY:
 6 Q. We were just talking when we left about
 7 AETC's agreement with DeRewal Chemical. In 1976 or
 8 1977, did AETC have any written agreements with
 9 haulers that it used?
 10 A. I don't remember.
 11 Q. Did AETC keep records regarding its
 12 dealings with DeRewal Chemical?
 13 A. We naturally had a normal file of
 14 correspondence and things of that nature.
 15 Q. Did you keep records regarding payments
 16 made to DeRewal?
 17 A. Our accounting whoever was doing our
 18 accounting, our secretary undoubtedly did that.
 19 Q. Do you still have those records?
 20 A. No.
 21 Q. Do you know who does?
 22 A. No.
 23 Q. Were the records regarding payments made
 24 to DeRewal created on a schedule?
 25 A. I don't understand the schedule. What

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1 do you mean the schedule?
 2 Q. Was there any documentation associated
 3 with payments that AETC made to DeRewal?
 4 A. Normal accounting.
 5 Q. Were these documents generated every
 6 week, every time he was paid, on any type of
 7 schedule?
 8 A. I don't know.
 9 Q. Was the Wissinoming facility the only
 10 disposal site that DeRewal was using to AETC's
 11 knowledge?
 12 A. Yes.
 13 Q. Did AETC specify that the Wissinoming
 14 facility was to be used for the disposal of any of
 15 its customer's waste?
 16 A. I think it was more implied. It was the
 17 only facility that we knew he had.
 18 Q. Did AETC ever ask DeRewal Chemical where
 19 it was disposing of waste?
 20 A. Again, it was implied by the fact that
 21 was his only facility.
 22 Q. To AETC's knowledge was DeRewal taking
 23 its customer's waste to the Wissinoming facility?
 24 A. Yes.
 25 Q. Did AETC ever take any steps to insure

19 (Pages 70 to 73)

John P. Leuzarder, Jr.

November 29, 2004

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1 be. I don't remember Ashland, we ever installing
2 this equipment and Ashland ever using these
3 facilities, I just don't remember.
4 Q. Was it DeRewal's idea the proposal in
5 this document?
6 A. Yes.
7 Q. Did he come to you?
8 A. Yes.
9 Q. And propose this plan to you?
10 A. Yes.
11 Q. Do you recall when he did this?
12 A. No, just sometime prior to September.
13 Q. Do you recall if he contacted you
14 through a telephone conversation?
15 A. I assume so.
16 Q. Do you have any specific recollection --
17 A. No.
18 Q. -- of how he contacted you?
19 A. No.
20 Q. Do you recall discussing this with him,
21 you, yourself?
22 A. No. This letter does stimulate a little
23 bit of memory of this, but it is just extremely vague
24 and if I would comment, I would be misleading you. I
25 think the only thing I remember is that Ashland was

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1 faced with an increase in production. They were kind
2 of desperate to get rid of more acid than maybe
3 DeRewal could handle. And this is probably what
4 happened.
5 In speaking to DeRewal about this that
6 the acid production was going to increase perhaps at
7 the end of October, perhaps Ashland's contract date
8 ended in October and it was going to be renewed that
9 their production of acid was going to be
10 substantially increased. We went to DeRewal and said
11 well, how much of this can you handle. And I think
12 that -- and just very vague, but I think he said
13 well, I have another way that perhaps we can keep up
14 with their demand and that is to actually distill the
15 acid and sell it off for this, what is described here
16 in this letter, which as far as I know never
17 occurred.
18 Q. Do you know why they anticipated an
19 increase in acid production?
20 A. Because they had a contract with
21 somebody to make something, I'm not sure whether it
22 was fertilizer or whatever they made. Now the
23 contract was going to increase. And the problem was
24 the contract's going to increase, so is the acid
25 waste stream going to increase.

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1 Q. Do you know if this proposal or one like
2 it was ever given to any other AETC customers?
3 A. No.
4 (OBJECTION) MR. BIEDRZYCKI: I'm going to object
5 to the form in the sense he said other AETC
6 customers. I don't believe he testified that it was
7 given to any customers.
8 BY MS. MOONEY:
9 Q. In the third paragraph of this letter --
10 oh, do you need to stop?
11 A. No, I'm all right.
12 MS. MOONEY: Does your client need to
13 leave at 2:30?
14 MR. SABINO: I thought that's what you
15 told me.
16 THE WITNESS: Yeah, I'll keep going
17 here.
18 BY MS. MOONEY:
19 Q. In the third paragraph it says: We
20 therefore propose to offer to Ashland Chemical
21 economic advantages by installing, parenthesis, with
22 our associate company, dash, Environmental Chemical
23 Control, comma, Inc., closed parens. In what sense
24 was Environmental Chemical Control, Inc. your
25 associate company?

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1 A. It's a -- when you're a brokerage firm,
2 you really don't own anything, you always talk like
3 that.
4 Q. And do you mean by that in generalities
5 or?
6 A. You try to get the customer to
7 understand that you are close to the disposer and you
8 try get the disposer to understand you're very close
9 to the customer. So if we were writing it on the
10 other way, we would say that our very close client
11 relationship with Ashland Oil, in other words, it was
12 merely to avoid having Ashland go direct around us to
13 Environmental Chemical Control.
14 Q. Right.
15 A. See, the only thing that kept us going
16 was not because we had disposal facilities or we had
17 trucks or anything else, it was that we had found
18 these people and that we were developing enough -- we
19 had a relationship with the customer and a
20 relationship with the disposer that we were trying to
21 stay in the middle and not be gone around. And there
22 was no way to do that unless the customer continued
23 to believe that we had a close relationship with the
24 disposer and the disposer believed that we had a
25 close relationship with the customer. They could

John Leuzarder

December 6, 2004

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United States District Court
Eastern District of Pennsylvania
Civil Action No. 02-3830

Boarhead Farm Agreement Group
plaintiff

V.

Oral Deposition of:
John Leuzarder
Volume II

Advanced Environmental
Technology Corporation,
et als.,
defendants

* * * * *

Monday, December 6, 2004

* * * * *

Transcript in the above matter taken
at the law offices of Wolff & Samson, 1 Boland
Drive, West Orange, New Jersey, commencing at
9:00 a.m.

CERTIFIED SHORTHAND REPORTING SERVICES
Arranged Through
MASTROIANNI & FORMAROLI, INC.
709 White Horse Pike
Audubon, New Jersey 08106
(856) 546-1100

John Leuzarder

December 6, 2004

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1 Q. Is that something that Landmesser, Mr.
 2 Landmesser handled?
 3 A. He might have.
 4 Q. Do you know why the name of the carrier
 5 was designated Boarhead Corporation?
 6 A. No.
 7 Q. Have you ever seen this designation on any
 8 other invoice or bill of lading?
 9 A. No.
 10 Q. This is the last exhibit I'm going to show
 11 you. This has been previously marked as
 12 Leuzarder 13. There are actually two copies.
 13 A. Okay.
 14 Q. The first paragraph refers to a recent
 15 conversation with Mr. Leuzarder. Do you recall
 16 a conversation with Manfred DeRewal regarding
 17 insurance?
 18 A. No.
 19 Q. Do you know why AETC was requiring Mr.
 20 DeRewal to get insurance?
 21 A. I can only speculate.
 22 Q. Educated guesses only.
 23 MR. SABINO: Can you distinguish
 24 between an educated guess and speculation?
 25 MR. BIEDRZYCKI: I'm going to

Page 210

1 object. He already said he would only be
 2 speculating.
 3 MR. SABINO: Do you have a
 4 question? I'm asking Ms. Mooney if she has a
 5 question.
 6 Q. Did AETC require insurance of all its
 7 waste haulers?
 8 A. Yes.
 9 Q. Do you know when you started implementing
 10 that policy?
 11 A. I don't remember.
 12 Q. Was it the policy of AETC to require the
 13 waste haulers with whom it worked to have the
 14 insurance issued in AETC's name?
 15 A. I believe so. But -- this early on we
 16 were just starting. This is pretty much our
 17 first month in business. I believe we were let
 18 go in July. I was still looking for work until
 19 sometime in August. And so we were brand new.
 20 So I don't recall what was specific in August of
 21 '76.
 22 Q. Do you recall any conversations with Mr.
 23 Landmesser regarding insurance that AETC would
 24 require waste haulers to have?
 25 A. Over the years, of course, we demanded

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1 it. But I can't recall anything that occurred
 2 back here in this time period.
 3 Q. What do you recall about the account that
 4 AETC had with Diaz Chemical Company?
 5 A. Nothing.
 6 MR. SABINO: Objection. Asked and
 7 answered.
 8 Q. Nothing whatsoever?
 9 A. I didn't have anything to do with it. So
 10 I know nothing about it. I never made contact
 11 with them. Certain things that certain people
 12 handled. Bob handled. I handled other things.
 13 I know nothing about Diaz.
 14 MS. MOONEY: All right. I think
 15 we're done. Thank you.
 16 BY MR. BIEDRZYCKI:
 17 Q. I'm not going to be long, I promise. It's
 18 mostly just follow-up questions from Ms.
 19 Mooney. The lab chemicals you may have handled
 20 for some customers I believe you testified that
 21 you don't recall what disposal sites may have
 22 been used for any of those lab chemicals that
 23 AETC picked up. Would you be able to say
 24 whether any of those disposal sites including
 25 the Wissinoming or Boarhead Farm facilities?

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1 A. Definitely not to Boarhead Farms because
 2 that was an office as far as I was concerned.
 3 But as to whether, I believe I previously
 4 testified that some laboratory chemicals which
 5 may have contained silver or some other
 6 recoverable metals I believe those did go to the
 7 Wissanoming site and Mr. DeRewal had represented
 8 he was able to recycle or recover those
 9 materials.
 10 Q. Would these have been materials that you
 11 would have taken there in trucks that you
 12 supplied and took them over to Wissanoming?
 13 A. Yes.
 14 Q. Any other facility associated with DeRewal
 15 other than Wissanoming that those types of
 16 chemicals would have been taken to?
 17 A. No.
 18 Q. You had testified on your first day and
 19 then today about Southland a little bit. I
 20 believe you testified today you made the
 21 statement, anyhow, that Ashland became
 22 Southland. Did you mean that Ashland no longer
 23 existed and Southland was the new company or did
 24 you mean the Great Meadows facility was taken
 25 over by Southland Corporation; do you recall?

John Leuzarder

December 6, 2004

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1 A. I don't know what happened. I just know
2 that the Great Meadows facility at some point
3 came under the name of Southland. I don't know
4 -- I certainly cannot remember why that
5 occurred.

6 Q. Going back to your first day of testimony
7 on November the 29th one of the reasons that you
8 stated why you were let go from Gaess was you
9 didn't like how things were going on at the
10 Kin-Buc Landfill. Can you tell us what some of
11 those things were that you didn't like?

12 A. Huge amounts of solvents were being dumped
13 in the garbage. It was legal at the time. We
14 believed that there was fire hazard. I saw
15 people, one person was killed in a terrible fire
16 that occurred with diethylether. I happened to
17 be there that day. I actually rode in the
18 ambulance to the hospital with the dying man.

19 Q. Did you complain to the management at
20 Gaess about these practices and goings on?

21 A. That probably was prior to Gaess. While I
22 was still with Scientific Incorporated.

23 Q. Was there anything going on at Kin-Buc you
24 didn't like when you were with Gaess?

25 A. Kin-Buc was a landfill and it never

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1 occurred to me as an outsider in the industry
2 because I had come from -- I'd been working in
3 the sale of hydraulic equipment basically in New
4 York City, that their practices were to me were
5 extremely archaic and we believed that materials
6 that were being dumped in garbage that would
7 find their way into the water table could be
8 recycle, reused or whatever.

9 The problem was that many of the customers
10 of Kin-Buc and Gaess were used to paying very
11 low prices for the disposal of waste materials.
12 To come to them and say now we're asking you to
13 pay a much higher price to do this in a
14 responsible way was oftentimes offensive. It
15 wasn't until regulations began to be promulgated
16 by the New Jersey DEP and the Federal Resource
17 Conservation Recovery Act that people began to
18 be arrested that principally the pharmaceutical
19 companies and other respectable organizations
20 began to pay what was reasonable prices for the
21 disposal of materials.

22 So we, Bob and John, forming AETC were
23 determined to ally ourselves with organizations
24 that would be willing to pay the right price in
25 order that this industry would be changed and

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1 materials would be handled, recycled and
2 disposed of correctly.

3 Q. Thank you. Did you ever become aware -- I
4 don't know if this is the case whether DeRewal
5 Chemical ever hauled any acid waste of any
6 companies other than Ashland, to your knowledge?

7 A. I see Diaz on invoices. So that's all
8 that I know.

9 Q. Have you ever done any business with
10 Ciba-Geigy when you were -- during this 1976 or
11 1977 time period?

12 A. I believe Ciba-Geigy is Summit.

13 Q. What do you recall about Summit and its
14 affiliation, if any, with AETC?

15 A. I had been calling on Ciba-Geigy Summit
16 during that time period with Gaess. After AETC
17 was formed I went back to them. I don't recall
18 when it was that they began to deal with AETC.
19 But we were taking primarily having vacuum
20 trucks go in and pump drums of solvent from the
21 facility which those materials were being used,
22 as I recall, in a solvent program at Solite up
23 in New York State which was a large cement kiln.

24 Q. Do you know if any of their wastes were
25 handled by DeRewal?

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1 A. I don't remember.

2 Q. Would I be correct that DeRewal was
3 permitted to handle acid wastes in 1976 and 1977
4 during the time period you were dealing with
5 them to haul Ashland waste?

6 A. Yes.

7 Q. Last time you testified about you believe
8 there were two visits at the Wissanoming
9 facility. The second one I believe was with Art
10 Curley. Is that correct?

11 A. Yes.

12 Q. Do you remember the time span between the
13 two visits that you had, days, weeks, months?

14 A. Probably days, maybe a week.

15 Q. Do you recall if the first visit you had
16 there occurred before or after DeRewal began
17 transporting any Ashland wastes?

18 A. First visit would have been to evaluate
19 the site ourselves to see if it seemed to be a
20 viable disposal facility and it appeared to be a
21 very highly specialized facility specifically
22 that could handle that kind of materials. Later
23 on I believe and I'm just doing my best to
24 remember --

25 Q. Understood. It's not easy.

16 (Pages 213 to 216)

John Leuzarder

December 6, 2004

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1 A. It's not easy. But I believe then once we
2 were reasonably convinced this was the case we
3 then brought Art Curley the customer down to
4 look it over and make sure they approved of the
5 facility. Since we were just brokers and not
6 actually handlers.

7 Q. You believe the visits occurred before any
8 Ashland waste went to Wissanoming?

9 A. Yes, absolutely.

10 Q. When you say you stopped, AETC stopped
11 dealing with DeRewal, do you recall what
12 information you became aware of that caused you
13 to stop doing business with them?

14 A. I heard Bob say to me, very, very upset
15 that DeRewal had been caught dumping acid
16 directly into the Delaware River.

17 Q. So you learned it from Bob Landmesser?

18 A. Yes. Who had talked to the authorities or
19 read it or heard it. I don't remember. I
20 remember we were both utterly shocked.

21 Q. Did you have a conversation with Manfred
22 DeRewal about that after you learned of it from
23 Bob?

24 A. I don't remember.

25 Q. Also last time we were together you

1 all of their costs associated with their
2 process. The acid stream was a significant, the
3 waste acid was a significant portion of that.
4 And the result was that we were constantly
5 looking for ways to reduce Ashland's cost to
6 benefit our customer and looking for ways of
7 recycling that acid, putting it back in a
8 productive use as opposed to having it
9 neutralized and turned into water and
10 discharged. To the best of my knowledge, that
11 never occurred.

12 Q. The question was DeRewal as a transporter
13 now, not as a disposer, but a transporter of
14 acid waste for Ashland, did you ever become
15 aware of any incident where any driver was ever
16 given a citation for improper transportation,
17 violation of any regulations, laws, whatever?

18 A. I do not recall any such incident.

19 Q. Am I correct that the only Ashland
20 facility which DeRewal was supposed to pick up
21 acids and acid waste was the Great Meadows
22 facility?

23 A. To the best of my knowledge, that is
24 absolutely true.

25 Q. Do you have any information that DeRewal

Page 218

Page 220

1 testified I believe that DeRewal also handled
2 some recyclable lab reagent chemicals. I think
3 you said that today as well?

4 A. That's correct.

5 Q. Were these bulk, drums, what types of
6 containers?

7 A. They would be smaller containers of lab
8 reagents. If you familiar with them they might
9 be one pint or one pound container packed in
10 vermiculite in drums. And as I recall, we were
11 sending some materials that were recyclable,
12 according to his standards down to him.

13 Q. Were the generators of these recyclables
14 somebody other than Ashland, to your knowledge?

15 A. Yes.

16 Q. I believe you also testified last time we
17 were together that once the trucker, including
18 DeRewal, picked up a load of acid waste DeRewal
19 could do whatever it wanted with it, sell it,
20 recycle it?

21 A. No. It had to go to where he specified in
22 the agreement. What we were proposing at one
23 point in the correspondence which refreshed my
24 memory was an alternative. Ashland's cost of
25 competing in the marketplace was dependent upon

1 ever picked up any waste of any sort from any
2 other Ashland facility?

3 A. No.

4 Q. I believe you also testified previously
5 you believe that Gaess did some work for Ashland
6 in the '76, '77 time frame; is that right, is
7 that your recollection?

8 A. Probably prior to us --

9 Q. I was going to ask you was it before or
10 after you were laid off, you and Bob were laid
11 off?

12 A. Probably before. They may have done it
13 afterwards but I just don't remember.

14 Q. Do you have any recollection as to whether
15 AETC ever used All County to dispose of any
16 Ashland wastes?

17 A. No. All County primarily did solvent to
18 Solite.

19 Q. The waste water that we were talking about
20 from Ashland, do you know what was done with
21 that or was that just used to prepare the lime
22 slurry for neutralizing the acid?

23 A. To the best of my knowledge, that's what
24 it was used for.

25 Q. Did Kin-Buc handle acid waste streams?

EXHIBIT 4

risi

1

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA
3
4 -----
5 BOARHEAD FARM AGREEMENT GROUP, :
6 Plaintiff, :
7 vs. :
8 ADVANCED ENVIRONMENTAL :
9 TECHNOLOGY CORPORATION, et al., :
10 Defendants. :
11 -----

12

13

14

15 DEPOSITION OF WALTER RISI

16 FRIDAY, JANUARY 14, 2005

17

18

19

20

21

22 MASTROIANNI & FORMAROLI

23 709 White Horse Pike

24 Audubon, New Jersey 08106

25 (856) 546-1100

0

2

1 Deposition of WALTER RISI, taken in the

Page 1

risi

13

W. RISI - Mr. Sabino

1 I have to say, December of '76.

2 Q. Okay.

3 A. 'Cause the semester runs September
4 to December. I remember coming on as an
5 instructor or associate to teach a course, and
6 I picked it up in the half-year. Was it
7 December 15th or January 1st, '77? Sometime
8 around there.

9 Q. Okay. Now, to the best you can
10 remember, how soon after you started your
11 private practice in 1976 did AETC become a
12 client of yours?

13 A. My guess would be almost
14 immediately. I knew John Leuzarder at that
15 time.

16 Q. Okay. Did you help AETC
17 incorporate?

18 A. No, I don't believe I did.

19 Q. Okay.

20 A. I remember that Bob Landmesser's
21 father-in-law was a lawyer, and he did those
22 types of things. As best I can recall, I would
23 have -- I don't remember doing their
24 incorporation. I remember meeting with them.

25 Q. What was Landmesser's

14

risi

W. RISI - Mr. Sabino

1 father-in-law's name?

2 A. I don't remember that name.

3 Q. Okay.

4 A. It may come back to me.

5 Q. Do you have a recollection back in
6 '76 or early '77 of being advised what AETC's
7 business was?

8 A. Yes, I do.

9 Q. Okay. And what was their business?

10 A. Robert Landmesser and John
11 Leuzarder had gotten together and were --
12 brokers is the word I would use. People who --
13 people, companies and organizations that needed
14 to comply with environmental laws in regards to
15 disposal of substances, these two fellows were
16 packaging the substances in a way that would
17 comply with the Code of Federal Regulations,
18 and there were very strict guidelines, I can
19 remember. I can remember looking at the CFRs,
20 and I was -- I still remember that I -- I gave
21 them credit. I said, you know, this is
22 something for a lawyer to read, and these guys,
23 you know, if you had like a bottle of acid,
24 they knew it had to have so many inches of
25 label on the package, they knew it had to be in

15

risi

1 a certain place, but yeah, they were brokers.
2 A company would have to call, with all these
3 regs, and say, "How do we get rid of it?" They
4 would sometimes pack it, or sometimes they
5 would broker it.

6 Q. Thank you. Excellent. Now, at
7 some point in time did either Mr. Leuzarder or
8 Mr. Landmesser advise you that they had been
9 named as a defendant in the lawsuit that is the
10 subject --

11 A. P-1?

12 Q. -- yeah -- of what is marked as
13 Exhibit 1?

14 A. Yes. What I see as Exhibit 1
15 reminds me that they were defending this
16 lawsuit. DeRewal -- Fred DeRewal had sued them
17 for some reason.

18 Q. Now, had you heard of Fred DeRewal
19 before you became aware of this lawsuit?

20 A. I don't know.

21 Q. Okay.

22 A. I just don't remember.

23 Q. And in connection with advising you
24 about the lawsuit that is the subject of Risi
25 Exhibit 1, did either Landmesser or Leuzarder

0

16

W. RISI - Mr. Sabino

1 tell you that Mr. DeRewal and some of his
2 employees had been arrested by the authorities

EXHIBIT 5

micelman

1

1 UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

3
4 BOARHEAD FARM AGREEMENT
5 GROUP,

Plaintiff,

CIVIL ACTION NO.
02-CV-3830
Judge Legrome D. Davis
Oral Deposition of

6 vs.

DAVID F. MICHELMAN

7 ADVANCED ENVIRONMENTAL TECHNOLOGY
8 CORPORATION; ASHLAND CHEMICAL
9 COMPANY; BOARHEAD CORPORATION;
10 CARPENTER TECHNOLOGY CORPORATION;
11 CROWN METRO, INC.; DIAZ CHEMICAL
12 CORPORATION; EMHART INDUSTRIES,
13 INC.; ETCHED CIRCUITS, INC.; FCG,
14 INC.; GLOBE DISPOSAL COMPANY, INC.;
15 GLOBE-WASTECH, INC.; HANDY & HARMAN
16 TUBE COMPANY, INC.; KNOLL, INC.;
17 MERIT METAL PRODUCTS CORPORATION;
18 NOVARTIS CORPORATION; NRM INVESTMENT
19 COMPANY; PLYMOUTH TUBE COMPANY;
20 QUIKLINE DESIGN AND MANUFACTURING
21 COMPANY; RAHNS SPECIALTY METALS,
22 INC.; ROHM & HAAS COMPANY, SIMON
23 WRECKING COMPANY, INC.; TECHALLOY
24 COMPANY, INC.; THOMAS & BETTS
25 CORPORATION; UNISYS CORPORATION;
UNITED STATES OF AMERICA
DEPARTMENT OF NAVY,
Defendants.

18 * * * * *
19 Wednesday, December 1, 2004
20 * * * * *

21 Transcript in the above matter taken at
22 the offices of Michelman & Bricker, 2207 Chestnut
Street, Philadelphia, Pennsylvania, commencing at 10
o'clock A.M.

23 Certified Shorthand Reporting Services
24 Arranged Through
25 Mastroianni & Formaroli, Inc.
709 White Horse Pike
Audubon, New Jersey 08106
(856) 546-1100

2

1 A P P E A R A N C E S:

2 BALLARD, SPAHR, ANDREWS & INGERSOLL, LLP
3 BY: GLENN A. HARRIS, ESQUIRE
PLAZA 1000, MAIN STREET, # 500

17 A. It wasn't as a result of this document
18 per se, but the events that relate to this document.

19 Q. Okay. And so then, what type of
20 investigation did you commence as a result of the
21 events stemming from D-23?

22 A. Okay. DeRewal and the other members of
23 his company had been arrested by the Philadelphia
24 Police Department on March 29th, 1977, and after I
25 learned about it, I began to work with the

12

1 investigating detective, Detective Thomas Wholey and
2 the Philadelphia Water Department, and took over the
3 prosecution of the case and conducted a further
4 investigation into it.

5 Q. Who with the water department did you
6 work with?

7 A. The principal people I worked with were
8 the chief of the industrial waste unit, Thomas
9 Kulesza. That's spelled K-U-L-E-S-Z-A, and Thomas
10 Healey spelled H-E-A-L-E-Y. He was the assistant
11 chief of the industrial waste unit.

12 Q. And what did the investigation comprise
13 of, if you can recall?

14 A. It was an extensive investigation,
15 because the criminal complaint which you've
16 referenced here was the result of observations by the
17 Philadelphia Police Department on a particular day,
18 March 29th, and we broadened out the investigation to
19 analyze what had been going on prior to that in
20 connection with the site that DeRewal was operating
21 on Comly Street, and we began to investigate several

22 different spills of chemicals which had occurred on,
23 I believe March 23rd, 1977 and March 25th, 1977, and
24 the pattern of activities that were involved in that
25 as far as disposal of chemical wastes at that site.

13

1 And in connection with that, we were also looking at
2 other sites that DeRewal was involved with disposing
3 of chemicals at.

4 Q. Was there anyone else in the District
5 Attorney's office who was involved with this
6 particular investigation?

7 A. The chief of the unit, Bill Stevens, who
8 is deceased, was my supervisor and was involved, and
9 the assistant chief of the unit, Michael Stiles, who
10 is now a federal district judge, was also involved.

11 Q. Was there eventually a lawsuit that was
12 instituted by the Philadelphia District Attorney's
13 office against either Manfred DeRewal or any of the
14 companies that he was affiliated with in connection
15 with events stemming from D-23 and the investigation
16 from that?

17 A. Could you be a little bit clearer on
18 exactly what you're asking?

19 Q. Yeah. Aside from the complaint from the
20 Philadelphia police, did the Federal Government
21 through the District Attorney's office institute suit
22 against DeRewal with respect to the events in D-23?

23 A. The Federal Government, through the US
24 Attorney's office brought a Clean Water Act criminal
25 prosecution against DeRewal, his company and the

14

micelman

1 employees of the company who were involved in the
2 disposal of waste products in Philadelphia.

3 Q. Could you tell us how soon after March
4 29th, 1977 that suit was brought?

5 A. I don't know the exact date that it was
6 brought. Shortly after I began my investigation, I
7 began to coordinate with the US Attorney's office,
8 but whether that was a matter of days or weeks, I
9 don't recall at this point.

10 MR. SABINO: Okay. I'd like to have
11 marked as Michelman-3 a copy of a newspaper article
12 obtained from the document repository in this case.
13 It's from April 7th, 1977. It's identified as The
14 Inquirer. Being a Jersey boy, I don't know if that
15 means Philadelphia Inquirer or whatever, but the
16 document is what it is, and it says "US Accuses NJ
17 Firm of Dumping Acid in River."

18 (Exhibit Michelman-3, Newspaper
19 Article, marked for I.D.)

20 BY MR. SABINO:

21 Q. I'd like to focus your attention on the
22 last paragraph here on Michelman-3. It says, "The
23 Federal Government also filed Federal separate civil
24 suit yesterday seeking \$10,000 a day from
25 Environmental Chemical Control for each day that

15

1 company has violated federal pollution laws."

2 Do you think that there's -- that that
3 is the Clean Water Act criminal prosecution that you
4 mentioned about five minutes ago or is that something
5 different?

micelman

6 A. Well, you're asking me to speculate.
7 Based upon what this says, this refers to a civil
8 suit, and a civil suit is different from a criminal
9 prosecution.

10 Q. Okay.

11 A. And I was referring to a criminal
12 prosecution.

13 Q. Okay. Were you in any way involved in
14 the institution of a civil suit several weeks after
15 the arrest of Manfred DeRwal and the gentlemen
16 referenced in D-23?

17 A. I don't know. Your question is phrased
18 in a broad way asking me was I involved in any way.
19 I don't have a recollection of a civil suit, but I
20 have a recollection of cooperating with the US
21 Attorney's office and providing information to the US
22 Attorney's office, and I have a recollection of them
23 using it in connection with the criminal case, but
24 they may have used it in connection with the civil
25 case as well.

16

1 Q. Okay. Do you have a recollection of
2 ever appearing before US District Judge Charles
3 Weiner sometime in early 1977 in connection with any
4 action that had been instituted against Mr. DeRwal
5 or his affiliated companies?

6 A. No, I do not.

7 Q. Okay. Do you know if in connection with
8 the civil suit that was instituted in Federal Court
9 within several weeks after the arrest on March 29th,
10 1977, if an injunction was issued which ordered

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11 Environmental Chemical Control to cease operations at
12 the Comly Street facility in the Wisconsin
13 Industrial Park?

14 MR. HARRIS: Objection to form. He
15 said he doesn't know whether there ever was a civil
16 suit. Now you're asking him about details of the
17 civil suit.

18 Q. I thought you said that you were not
19 involved with it, but that you were aware of it. Am
20 I wrong?

21 A. No, I didn't say I was aware of it. I
22 don't at this time have a recollection of the civil
23 suit.

24 MR. SABINO: Okay. I'd like to have
25 marked as Michelman-4 a final decree in an action in

17

1 the United States District Court for the Eastern
2 District of Pennsylvania, the United States versus
3 Environmental Chemical Control, Civil Action Number
4 77-1226.

5 (Exhibit Michelman-4, Final
6 Decree, marked for I.D.)

7 BY MR. SABINO:

8 Q. This exhibit, Michelman-4, is captioned
9 "Final Decree", and it appears to be dated April
10 28th, 1977. On the back, it says "By the Court
11 Edward N. Cahn", C-A-H-N, was the judge.

12 First of all, let me ask you this: In
13 the caption United States of America versus
14 Environmental Chemical Control, Inc., what's your
15 recollection of who Environmental Chemical Control

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16 was back in 1977?

17 A. Environmental Chemical Control,
18 Incorporated was a corporation which DeRewal used as
19 a front for his operations.

20 Q. And do you have any recollection of
21 appearing in front of Judge Cahn in 1977 in any way
22 related to this lawsuit captioned 77-1226?

23 A. No.

24 Q. Okay. Do you know who on behalf of the
25 United States the attorneys were for this lawsuit?

18

1 A. No.

2 Q. Okay. Now, eventually, in this time
3 period post March 29th, 1977, you told us that a
4 criminal prosecution under the Clean Water Act was
5 instituted. Do you know who the defendants were in
6 that case?

7 A. I know that Manfred DeRewal was a
8 defendant. My recollection is that the same
9 defendants who were involved in the criminal case
10 that I was prosecuting were all named as criminal
11 defendants as well, but I'm not certain of that part
12 of it. I believe that the defendants were Manfred
13 DeRewal, Bruce DeRewal, Jeffrey Shaak, John Barsum,
14 Linda Cochran and Environmental Chemical Control
15 Company, Incorporated.

16 Q. Now, aside from Civil Action 77-1226,
17 which is Michelman-4, was there, to your
18 recollection, one or two or more criminal
19 prosecutions going on more or less at the same time
20 in 1977 against Manfred DeRewal?

5 disposing of materials. michelman

6 Q. The meeting that you told us about a
7 while ago with at the Great Meadows facility, was
8 that a single conversation with both Mr. Leuzarder
9 and the Ashland representative?

10 A. I have a very vague recollection of the
11 actual meeting. I remember driving up there to meet
12 there, and I believe there was a single meeting with
13 Mr. Leuzarder and one or more representatives of
14 Ashland.

15 Q. Tell us what you can about your
16 recollections of the conversation.

17 A. My recollection at this point is very
18 vague. The purpose of the meeting was to find out
19 about AETC, the nature of AETC and its relationship
20 with DeRewal as a broker and as a source of the waste
21 from all of the companies that we were investigating,
22 many of whom are named here, and I can't at this
23 point recall whether AETC was involved in brokering
24 each of these waste streams or only some of the waste
25 streams.

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1 I recall that they were involved in the
2 Ashland waste stream and other acid waste streams,
3 and I believe that included Drake Chemical and Diaz
4 and Bostik South. I don't recall -- and perhaps
5 Ciba-Geigy. I don't recall whether some of the other
6 companies were also involved with AETC.

7 Q. Do you have any recollection of what if
8 anything the AETC folks, Mr. Leuzarder or the Ashland
9 representative, actually told you about their

10 relationship to each other and/or to DeRewan?^{micelman}

11 MR. SABINO: Compound question.

12 Object.

13 MR. HARRIS: Okay.

14 BY MR. HARRIS:

15 Q. Do you have any recollection of what Mr.
16 Leuzarder said at that meeting about his relationship
17 with Ashland?

18 A. My recollection is that AETC
19 acknowledged and admitted that it was the broker for
20 DeRewan and that it was providing customers for
21 DeRewan and identifying customers whose wastes could
22 be transported and disposed of by DeRewan, and that
23 Ashland and these other sources of acid were
24 customers who AETC had and directed the waste for
25 disposal through DeRewan, and that was the general

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1 understanding that I had before the meeting with Mr.
2 Leuzarder and Ashland.

3 I had the same understanding after the
4 meeting, but I don't recall exactly what was said by
5 Mr. Leuzarder or Ashland about that, but my
6 recollection is they agreed that that was, in fact,
7 what had happened.

8 Q. Prior to the meeting that we've been
9 talking about, did you do an investigation into AETC?

10 A. I had some information about AETC prior
11 to the meeting that I had obtained from Mr. Healey.
12 I also had a conversation with Mr. Landmesser about
13 AETC, and I can't recall whether that conversation
14 occurred after the meeting with Mr. Leuzarder or